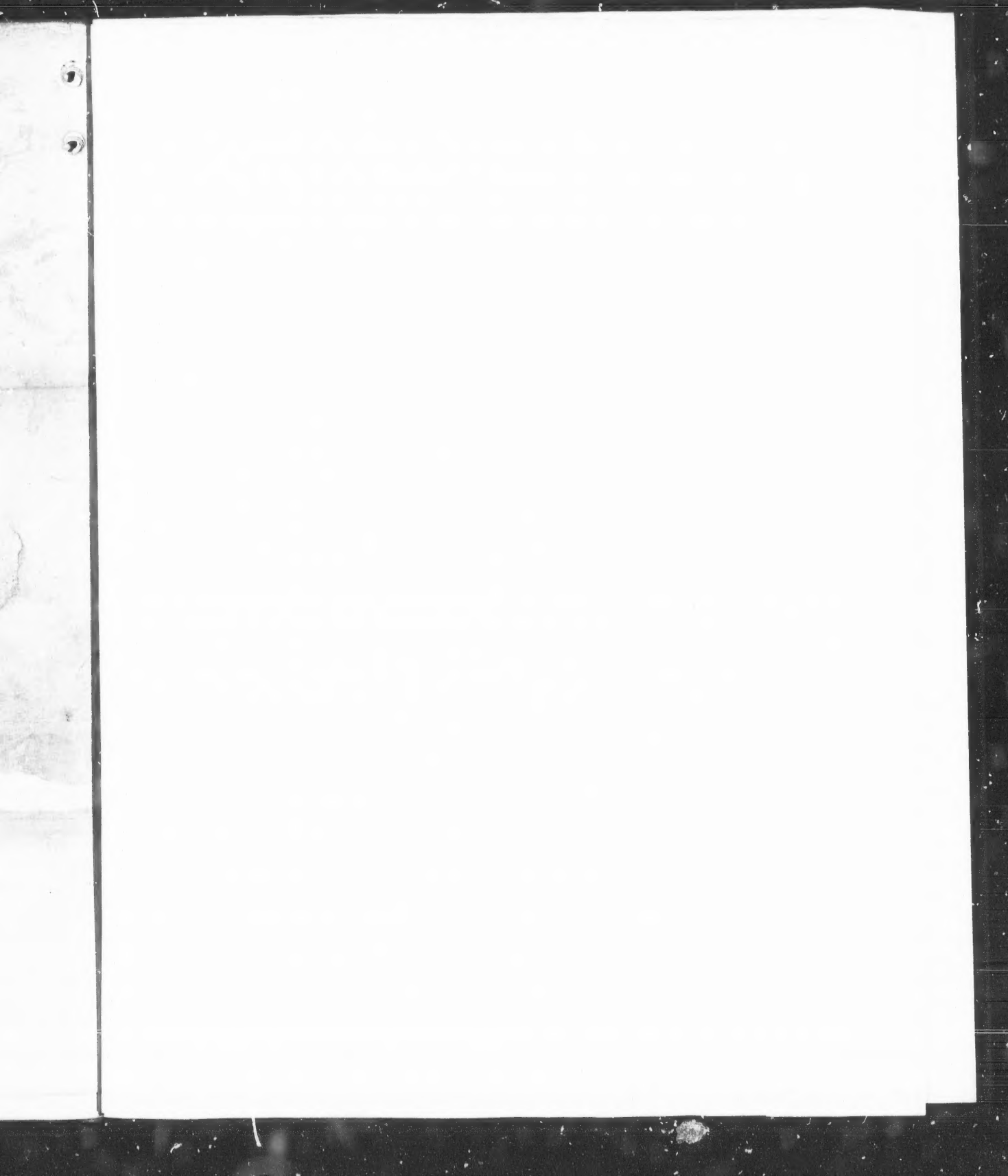
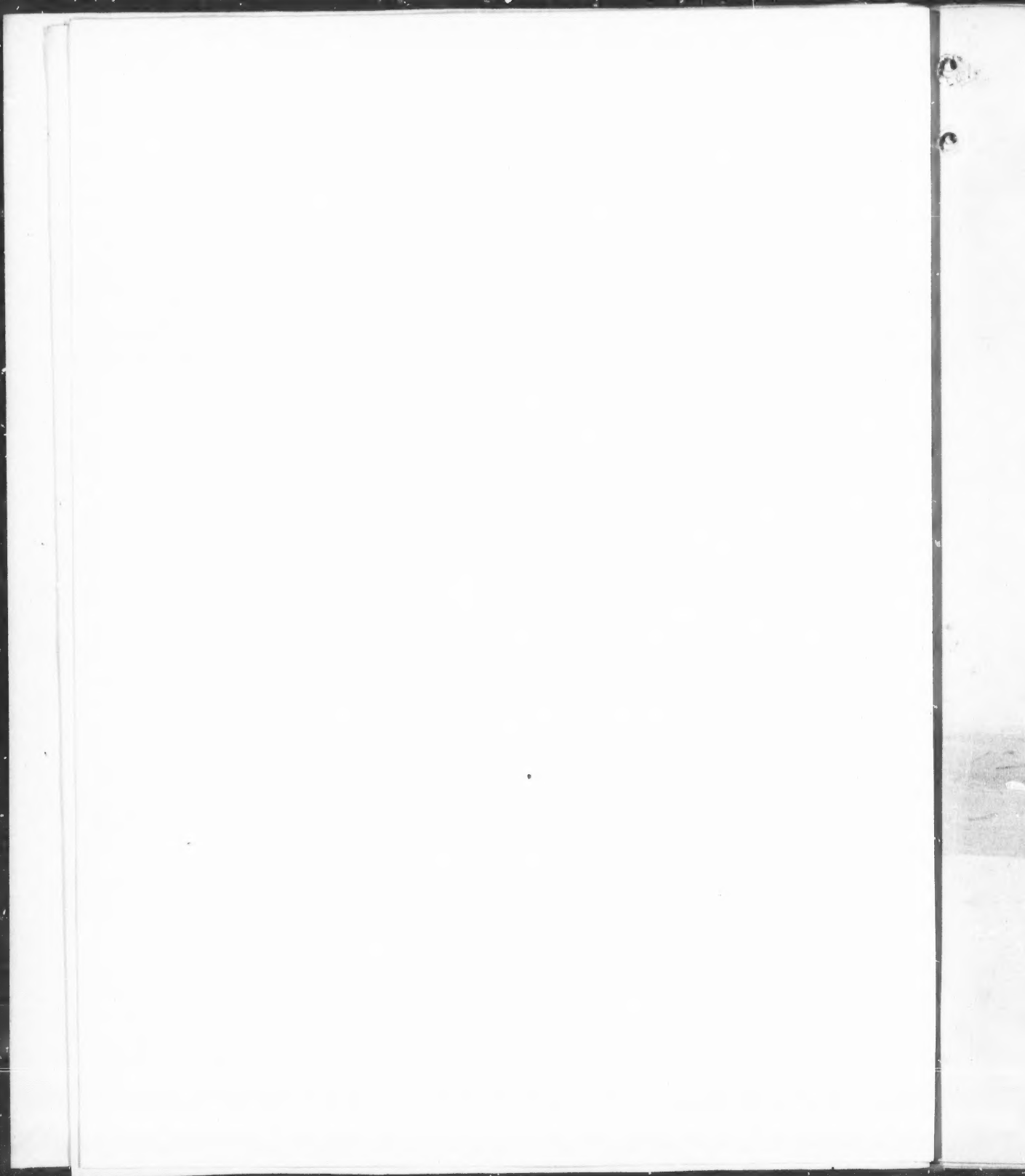


PROSPECTUS.

COBOURG & PETERBOROUGH.
AND
MARMORA
RAILWAYS.

COBOURG:—PRINTED AT THE "WORLD" OFFICE, KING STREET,
1865.





PROSPECTUS.

COBOURG & PETERBOROUGH. AND MARMORA RAILWAYS.

The Cobourg and Peterborough Railway in Western Canada was constructed in 1853, by Messieurs Zimmerman and Balsh, and connects the towns of Cobourg and Peterborough.

Cobourg is a Town of about 5,000 inhabitants, pleasantly situated on the north shore of Lake Ontario, and on the line of the Grand Trunk Railway. It is 100 miles west of Kingston, and seventy miles east of the city of Toronto. A daily line of express trains passes between the two cities. The Otonabee River, a stream which passes through Cobourg, works the Ontario Woolen Mills, a very extensive Distillery, and several Flouring Mills. Cobourg Harbor is safe and commodious, and the country surrounding the town produces the finest samples of wheat in Canada, and cannot be surpassed for beauty and fertility.

Twenty-eight and a half miles north of Cobourg is situated the town of Peterborough, containing about an equal population with Cobourg. It is situated on the west bank of the Otonabee River. The village of Ashburnham lies opposite, on the east side, being the terminus of the Railway.

Peterborough is the centre of a large tract of cultivated country, and possesses great manufacturing facilities. The water power of the Otonabee is unrivalled, and more than a dozen splendid mill sites still lie unoccupied within the limits of the town. Northward of Peterborough, for many miles, the river presents a series

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of rapids and mill sites, with an unlimited supply of water at all seasons of the year. The Otonabee connects with an extensive chain of Lakes, surrounding which and their tributaries exist vast and inexhaustible groves of valuable pine timber.

At Peterborough half a dozen fine saw mills cut about 25,000,000 feet of lumber annually, and have capacity to cut twice that amount. This great lumber business has been developed by the Cobourg & Peterborough Railway. Previous to its construction not more than 1,000,000 feet was annually exported. Large quantities of square timber for the Quebec market are also obtained from the pine lands north of Peterborough, and floated down the Otonabee River.

The Cobourg and Peterborough Railway, $28\frac{1}{2}$ miles in length, was constructed at a cost of \$1,100,112. Of this sum, the iron and chairs cost \$200,000; the right of way and station buildings, \$85,000; the excavation and embankment, \$225,000.

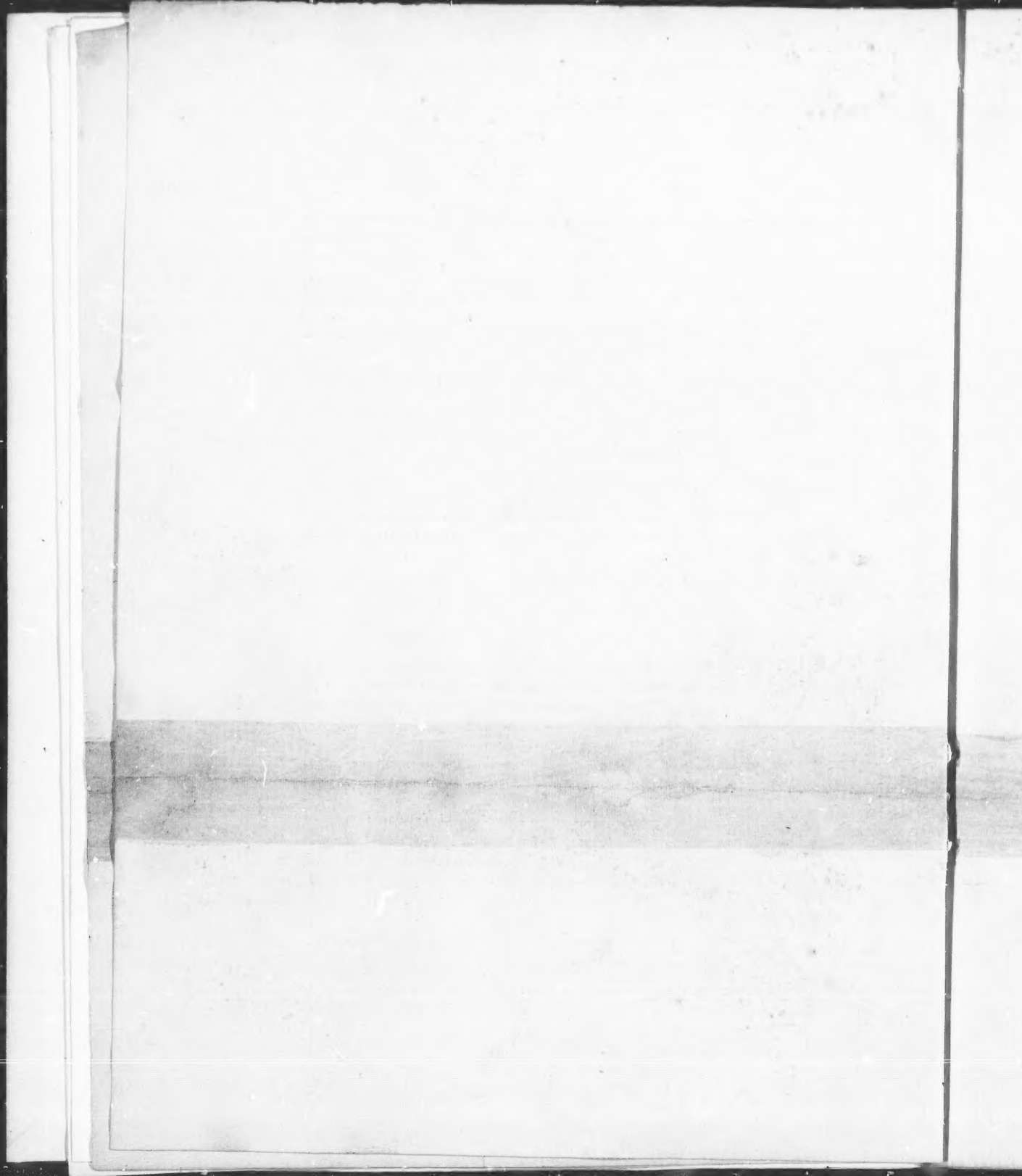
The gauge, like that of all Canadian roads, is 5 feet 6 inches. The iron on the line is of very superior quality, 56 lbs. to the yard. The chairs are also of the very best description. The soil on the line of Railway in the Township of Hamilton is sandy, and makes a good road bed. In the Township of Otonabee the soil is clay, and the line partially ballasted. The excavation and embankment averages 20,000 cubic yards to the mile. There are no bridges of consequence on the line, other than the one across Rice Lake, which is situated about mid distance between Cobourg and Peterborough. The Lake is two and a half miles wide and 25 miles long.

The Railway was carried over the Lake on a pile and truss bridge, $2\frac{1}{2}$ miles in length. This bridge was well built, but totally unsuited to the locality. It was destroyed by the expansion and contraction of the ice in winter. The water in Rice Lake on the line of the bridge averages $17\frac{1}{2}$ feet in depth to the clay bottom, with a stiff and tenacious mud for half that distance. The depth of water is remarkably uniform.

It was ascertained by the Company, when too late, that the Rice Lake could have been permanently embanked from shore to shore for one half the cost of the original wooden structure, and an effort was made in 1858 to fill in the bridge.

The material of the hills in the vicinity of the Bridge at either end, is a coarse gravel with sand and boulders, known to geologists as the Drift formation. It is a most excellent material for the formation of an embankment in water, and is easily worked. With this material, composed as it is of about seventy-five per cent stone, one half the Bridge has been embanked.

The embankment from the south shore extends $\frac{3}{4}$ of a mile, to a small Island in the lake. It is carried up six feet above the usual water-level, is twenty feet wide on top, and presents easy slopes of gravel and boulder rock to the action of the water. The track is laid down on this embankment, is ballasted, and forms a



good and substantial Road-bed. It may be stated that it has withstood the action of the water for the past six years, without the slightest visible sign of waste or deterioration.

The Station Buildings at Cobourg comprise a commodious semi-circular Engine-House, and Machine Shop, a good Office Building, and a large and excellent Store House, situated on the wharf at the inner Harbour. The buildings are of wood, and in good preservation. Several smaller buildings occupied by workmen, are also the property of the Company.

The Station Houses at Baltimore, Harwood, Keene, Morgan's, and Peterboro' are all suitable frame structures.

Tank Houses and Turn Tables, are placed at Cobourg, Harwood, and Peterboro'.

The grounds at Cobourg comprise four acres of valuable land, fronting on the Harbour, and at Peterboro' they are equally extensive.

The Company do not at present possess any Rolling Stock or Machinery whatever.

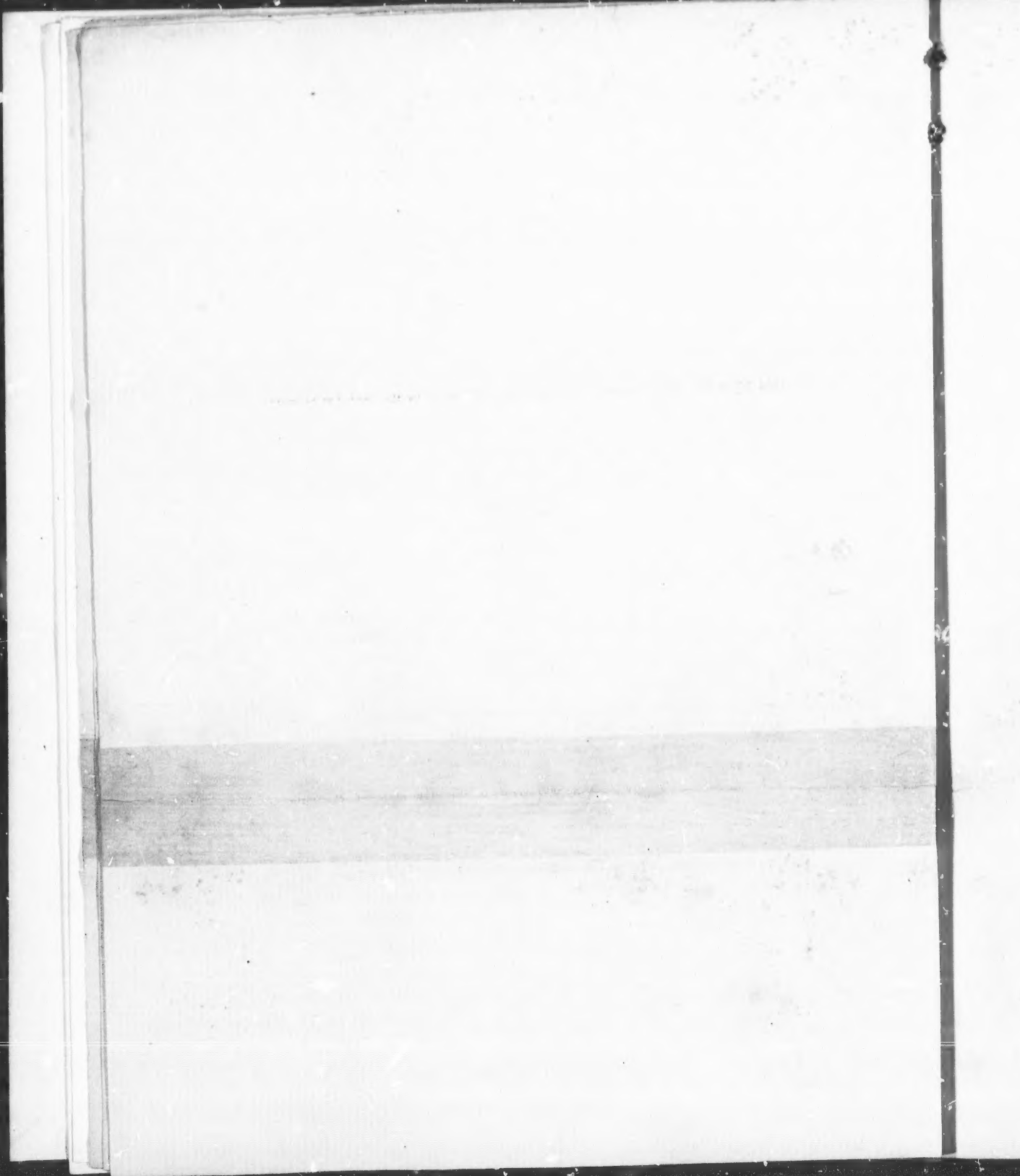
As has been previously stated, the principal traffic of the Railway, sawed lumber, has been entirely developed by its construction. The traffic returns for the year 1856, were as follows:

Passengers.....	15,364.
Feet of Lumber	15,634,247.
Bushels of Wheat.....	58,762.
Barrels of Flour.....	31,586.

Yielding a gross return of \$67,133.52. The return of 1857 amounted to \$80,000. Owing to the damages sustained by the Bridge, the trade was diverted to other channels during the two following years, and since then the road has been but partially worked. In the year 1859, however, the large quantity of 25,000,000 feet of sawed lumber was carried over the road, during the summer season.

The present trade of Peterborough largely exceeds the above returns, and is steadily increasing, and when the bridge is completed a considerable share will pass over the Cobourg Railway. Rice Lake yields quite a large traffic to the Railway, which might be greatly increased, as considerable quantities of cordwood and railway ties can be procured at very low rates along the extended shores of the lake. The extensive Flouring Mills at Keene and Hastings furnish their quota of freight to the road, while the saw mills of Gore's Landing, Bewdly Landing, and Crook's Rapids, and the Otonabee, float large quantities of lumber to the Harwood Station on the lake.

The principal cause of the embarrassment of the Railway is to be attributed to the destruction of the Rice Lake Bridge. For this great engineering blunder should have been substituted an embankment, which as has been proved could have been made at one half the expense.



Although the error was early discovered, and a vigorous effort was for a time made by the Company to fill in the Bridge, the result of which was highly satisfactory and encouraging, yet for want of funds, and the total suspension of traffic on the Road, it was found impossible to complete the work. The construction of a branch railway, connecting Peterborough with the Port Hope & Lindsay Railway, in the meantime supplied the Peterboro' carrying trade, a very large proportion of which would return to Cobourg road on the reconstruction of the bridge.

The Company became embarrassed, and consented to an Act of Parliament whereby the road was handed over to the Bondholders. These creditors, who held \$500,000 of the Company's bonds, were authorized by the said Act to issue preferential debentures, and complete the Railway across Rice Lake, and equip the road. Owing, however, to want of unanimity of feeling and diversity of interest, no action was taken by them in the matter.

In consequence of the public interests necessitating the re-opening of the Railway, a recent Act of the Parliament of Canada was passed, (hereto annexed,) whereby the Railway, its properties and franchises, was transferred to the original shareholders, subject to the creditors' lien, which was fixed by the said "Act" at \$100,000, to be paid in two instalments in two and four years respectively.

All other claims against the said Company are by the said Act declared discharged and extinguished.

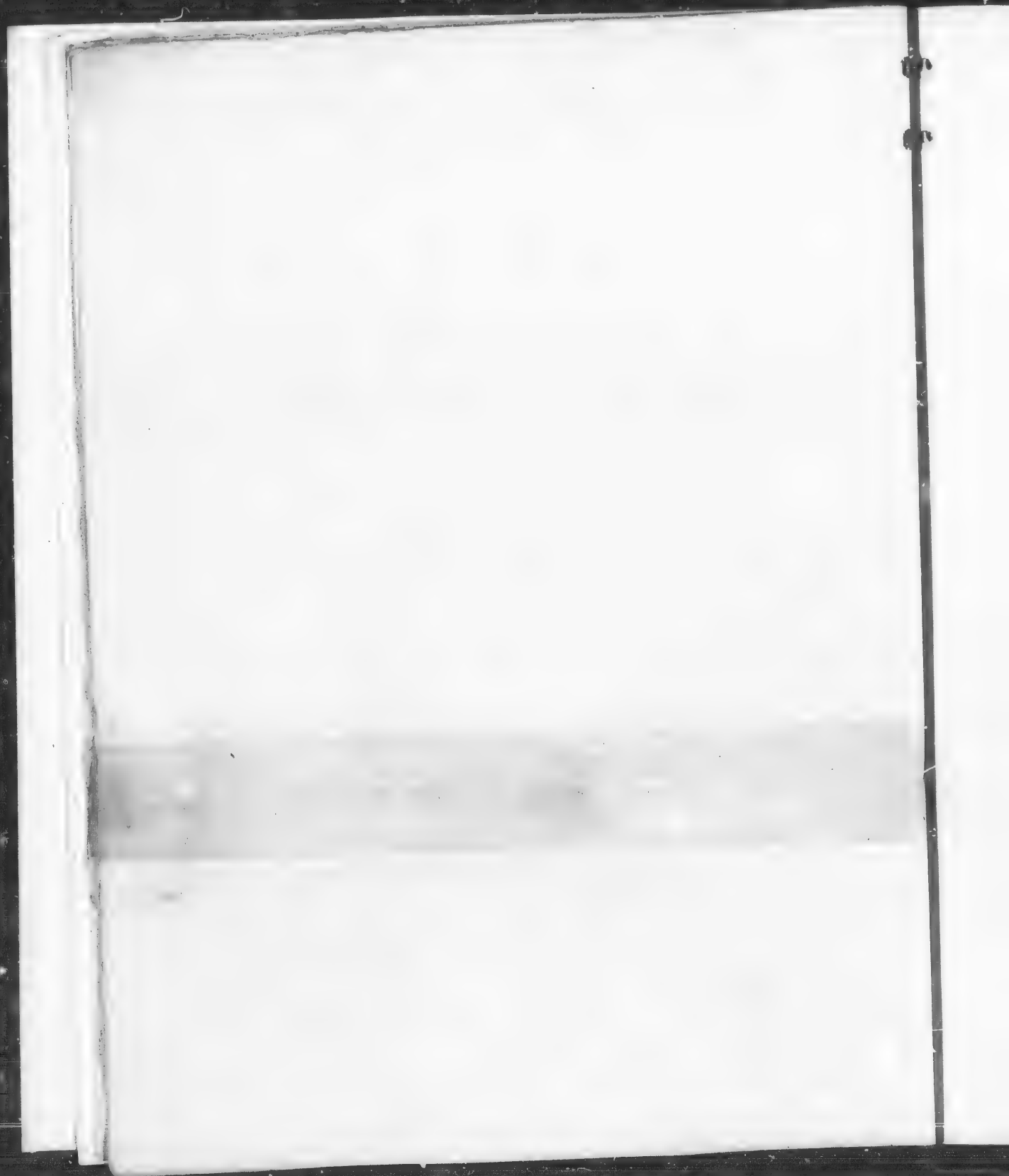
It was also enacted that new stock books should be opened, and new stock subscribed, such stock to be considered *preferential*, and as such entitled to dividends of eight per cent per annum, previous to the application of any profits to the original shareholders, whose stock is reduced to one fourth the original amount (or \$130,000.)

By an Act of Parliament passed at the same session, (September, 1865,) the proprietors of the Marmora Iron Works were authorized to amalgamate with the Cobourg Railway Company, in such a manner and on such terms as a majority of each company should deem fit.

The Marmora Company own 23,000 acres in the Townships of Marmora, Belmont, and Lake. These townships lie contiguous to each other, and extend to the navigable waters of the River Trent, (the outlet of Rice Lake.)

The company's lands in Lake comprise 18,000 acres, and are reported to be rich in Copper, Lead, and Platinum. These lands are generally well wooded.

The lands in the Township of Marmora comprise 5,020 acres, on some of which exist vast beds of Iron ore. Sir William Logan, the eminent Provincial Geologist, says in his work on the Geology of Canada published in 1863, "that on the north side of Crow Lake, about three hundred yards from the shore, on the 12th lot of the 3rd concession of Marmora, magnetic iron ore is met with, thickly imbedded in a pale green epidotic rock. An opening which has been made here exposes a breadth of from twenty to thirty feet, through which the ore is irregu-



“larly disseminated in lumps and masses, running with the stratification, which is
 “nearly east and west, apparently with a southward dip. The bed was traced for
 “about 300 yards to a clearing, where it terminates in a sharp cliff. Portions of
 “this ore which were used at the Marmora furnace were said to have been of
 “excellent quality, and it is very free from pyrites. The course of this bed west-
 “ward would carry it to an intersection with the north westward course of the big
 “ore bed of Belmont, next to be described, and the dip of the one being northeast
 “and the other south, it seems probable that they may be different parts of the
 “same bed in opposite sides of synclinal.” And again, “The magnetic ore for-
 “merly smelted at the Marmora Iron furnace was obtained from the 8th lot of the
 “first range of Belmont. This deposit, known as the *big ore bed*, had usualy
 “been called 100 feet thick

“It appears, however, not to be a single bed, but a succession of beds of ore,
 “interstratified with layers of greenish talcoid slate, and of crystalline limestone,
 “occupying a breadth across the strike, and back from Crow Lake, (into which it
 “runs obliquely,) of about 500 feet. Serpentine, chloride, diallage, and a greenish
 “epidotic rock, are also met with in this association. The general strike of the
 “strata appears to be about S. 35° E., and the slopes towards the north eastward
 “from 25° to 50°. Crystalline limestone overlies the mass, and the first hun-
 “dred feet of the iron bearing strata show a vast bulk of ore, often very nearly
 “pure, the upper part of which chiefly was mined for smelting.

“The upper beds of ore contain an admixture of iron pyrites, from which the
 “lower portion of the mass is free. The ore from a layer of 13 feet thick at the
 “base seems superior to the upper portion, but was not mined until a short time
 “before the works were abandoned. Many years ago a blast furnace was erected
 “at the village of Marmora, for the purpose of smelting the ore from this deposit,
 “and iron of a superior quality was manufactured. More recently, different com-
 “panies have for short periods made renewed attempts to smelt the ore, with very
 “satisfactory results, so far as the quality of the metal was concerned. The dis-
 “tance of the place from a shipping port was, however, found a serious obstacle
 “to success, and the furnace is for the present abandoned.

In the vicinity of the Marmora Works, on the company's lands, is to be found a
 rare and valuable bed of Lithographic Stone. Sir William Logan, in the book
 before referred to, says:—“There is a section of about twenty feet of light grey
 “limestone, which is compact with a conchoidal fracture, and holds no organic
 “remains. There is, also, a bed of two feet in thickness, which is extremely fine
 “in its grain, and yields a Lithographic stone of excellent quality. It has been
 “repeatedly tried by Lithographers, both in Canada and England, with most sat-
 “isfactory results, but owing to the remoteness of the locality, no attempt has
 “hitherto been made to work the stone.”

It is also stated by the authority above quoted, “That large blocks of very good



"white marble have been obtained from the Townships of Elzevir and Marmora. That from the latter place is extremely pure, white, and compact." Besides this, a bed of very superior marble has lately been discovered in the Township of Belmont, a few miles to the north of the big ore bed, which has been pronounced by experienced marble workers from the United States as equal to the very finest specimens of Italian marble, and much resembling the statuary marble of Carrara.

The Marmora Company, who own these extensive lands and valuable mineral deposits, offer to amalgamate with the Cobourg and Peterborough Company on the most favorable terms, and will, if thought desirable, subscribe for preferential stock, and pay for it with their entire lands and property.

The great ore bed in Belmont is but six and a half miles distant from waters which are navigable to a point on the Cobourg and Peterborough Railway, and within fourteen miles of Lake Ontario.

The route thus presented for the transit of ore and other freight from Marmora to Lake Ontario, which merely requires the construction of a short link of six and a half miles in length, over a level country, to render it complete, and the cost of which would not exceed \$50,000, will equal, in all respects, both for *capacity* and *economy*, any direct line of railway from Marmora that could be constructed to the front, and will entirely remove the objections alluded to by Sir William Logan, and enable the proprietors to export the vast mineral and other wealth with which these lands abound.

By this route 100,000 tons of iron ore, exclusive of marble and other freight, could be transported from Marmora to Cobourg during the season of navigation with the greatest facility, at a cost, including handling, of \$1.50 per ton. This tariff, owing to the economic advantages of the water portion of the route, would yield a fair profit to the carrier. Add to this sum the cost of quarrying, and shipping freight, it will be found that this ore can be landed at any American port on Lake Erie for \$4.25 per ton.

In proof of this, it may be stated that during the present season 25,000 tons of sawn lumber was profitably carried from Peterborough to Cobourg by rail and boat at a cost, including three handlings, of one dollar per ton. This freight was towed on scows by steamboat a distance equal to the navigable portion of the Marmora route, and carried over the same 14 miles of rail.

It may be added, that the shipment of ore as ballast by vessels going west for grain, together with the certainty of return freight in coal, would reduce the carrying rates of ore to a minimum.

The principal outlay at present required on the Cobourg Railway, is to complete the Rice Lake Embankment, to construct the Marmora Branch, and to supply the necessary Rolling Stock.

Judging by the work already done, it will require 250,000 cubic yards of filling to complete the embankment, this will cost \$62,500. A bridge will be necessary



in the centre of the lake, to allow say 200 yards of water way. As the piers already exist well filled with stone, a superstructure of short spans is all that is necessary to complete the work. The cost of completing the main line may therefore be estimated as follows :—

Embankment and Bridge will not exceed	\$80,000.
Rolling Stock.....	60,000.
Roadbed and Ballasting..	20,000.
Machinery for Shop	10,000.
Amount of Creditors' Lien, (payable in 2 and 4 years).	100,000.
	\$270,000.

This amount of preferential stock will suffice to pay off all claims against the Railway, and thoroughly repair and equip the main line to Peterborough. Such an expenditure would make this line a first-class Railway, which if worked with new and suitable rolling stock, the trade of Peterborough alone would certainly yield a handsome dividend on the outlay.

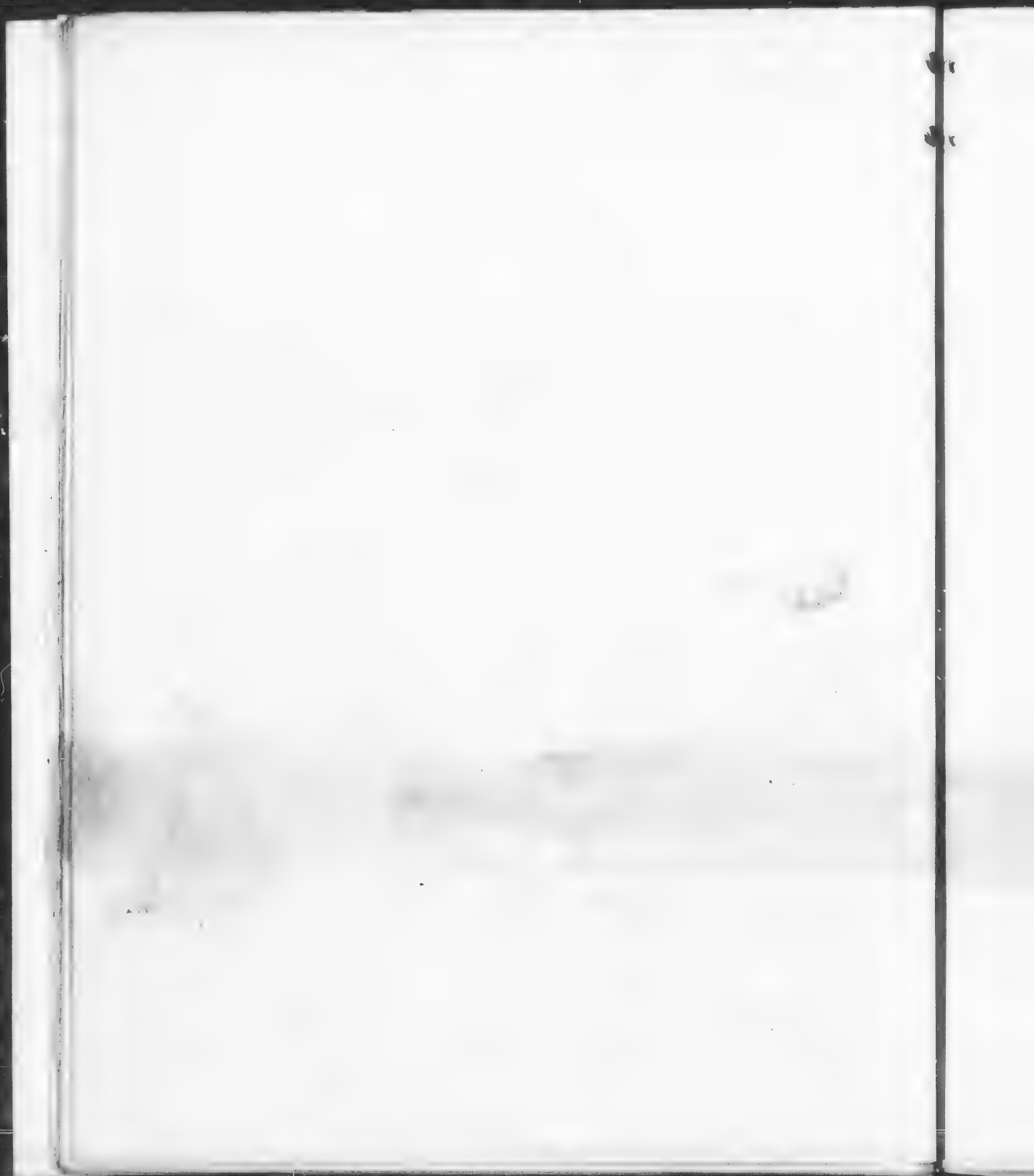
If it were thought advisable to stay proceedings on the main line, the Marmora trade could be developed and worked for the following expenditure :—

Cost of sufficient Rolling Stock to work line to Rice Lake, and Marmora branch.....	\$60,000.
Cost of construction of Marmora branch.....	50,000.
Cost of Machinery in Shop	10,000.
Creditors Lien, (payable in 2 and 4 years).....	100,000.
	\$220,000.

Should it be deemed proper to purchase the mineral lands or amalgamate with the Company, and proceed with the reconstruction of the main line, and build the Marmora Branch, *at the same time*, and also work both the main line to Peterborough and the branch to the iron mines, the total cost would be as follows :

Embankment	\$80,000
Rolling Stock.....	80,000
Road bed and Ballasting.....	20,000
Machinery for shop	20,000
Creditors' lien on main line.....	100,000
Cost of building Branch to Marmora	50,000
Cost of Marmora lands and ore beds, say, (in preferential stock)	200,000
	\$550,000

To represent which sum of \$550,000 the Company would possess 35 miles of first-class railway, thoroughly equipped with rolling stock, with its buildings and depot



grounds, and also 23,000 acres of valuable mineral lands, containing immense beds of iron ore, copper, lead, marble, and lithographic stone, together with the company's works at Marmora village. The company would also derive the profits on mining and the sale and shipment of the raw material to the United States, and of smelting it in Canada.

As has been stated, the Marmora iron ore can be laid down at any American port on Lake Erie for \$4.25 per ton. Should the demand warrant the shipment of 100,000 tons of ore per annum, the profits would be immense. \$2 per ton profit, which may be fairly relied upon, would pay 35 *per cent per annum on the whole capital, irrespective of the Company's profits as carriers.*

It should be understood that whether the two connections and enterprises are prosecuted simultaneously, or the Marmora scheme alone is developed, the subscribers of new stock will almost entirely control the operations of the Company, from the majority of their votes.

This enterprise may, therefore, with confidence be recommended to the capitalists of Canada and the United States as one in every respect worthy of their consideration, and a thorough investigation into its merits cannot fail to substantiate the statements set forth in this Prospectus.

J. H. DUMBLE,

Managing Director, C. & P. R. R.

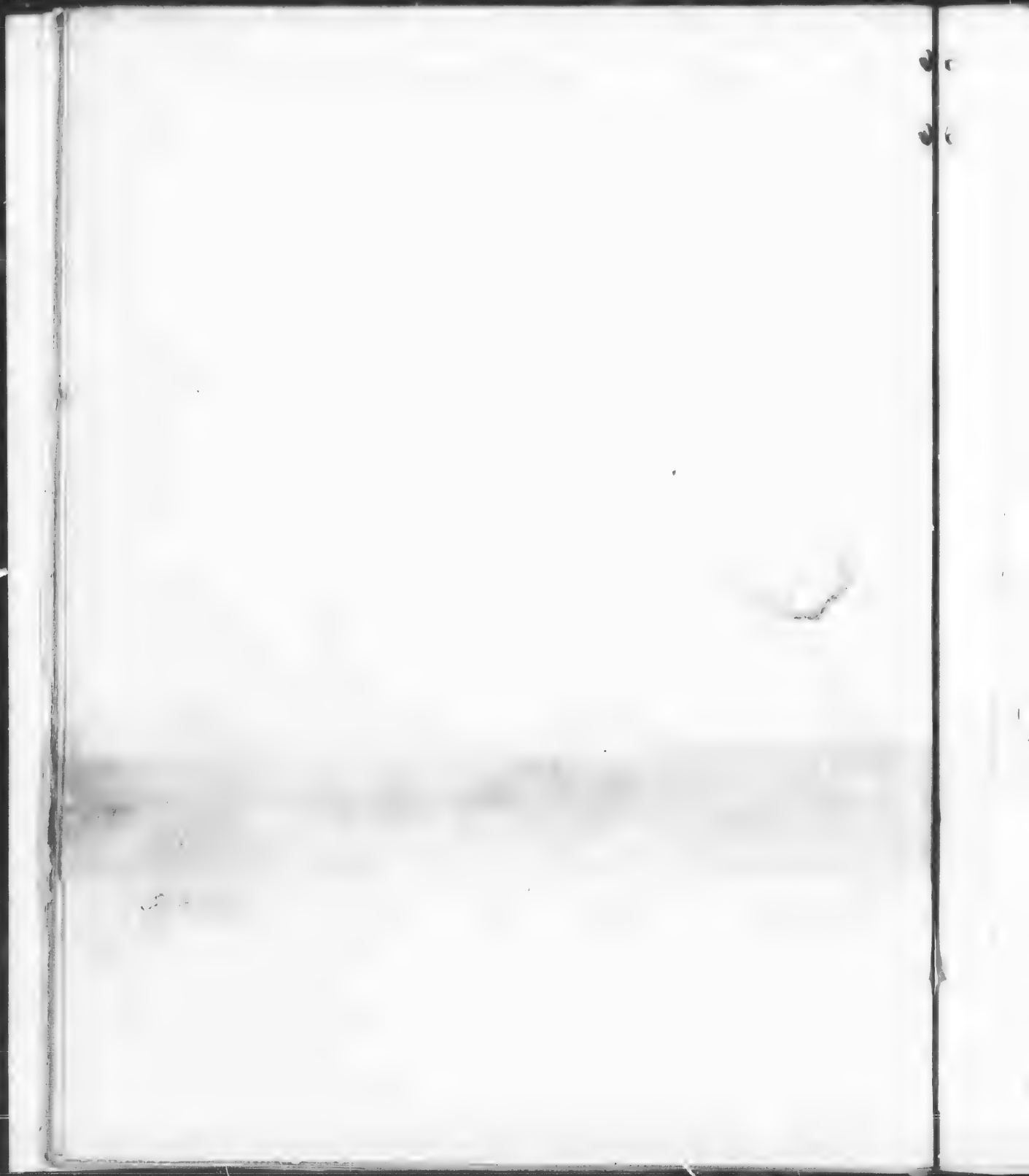
COBOURG, 1st November, 1865.

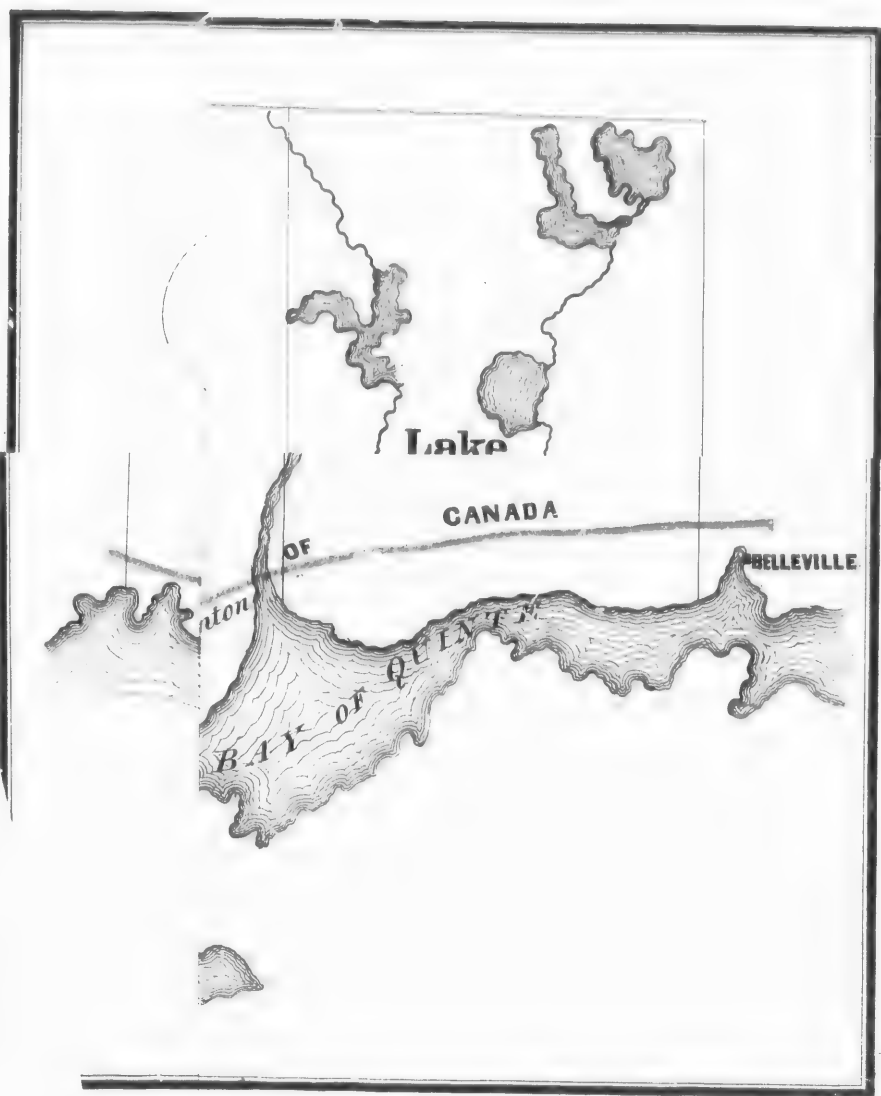


APPENDIX.

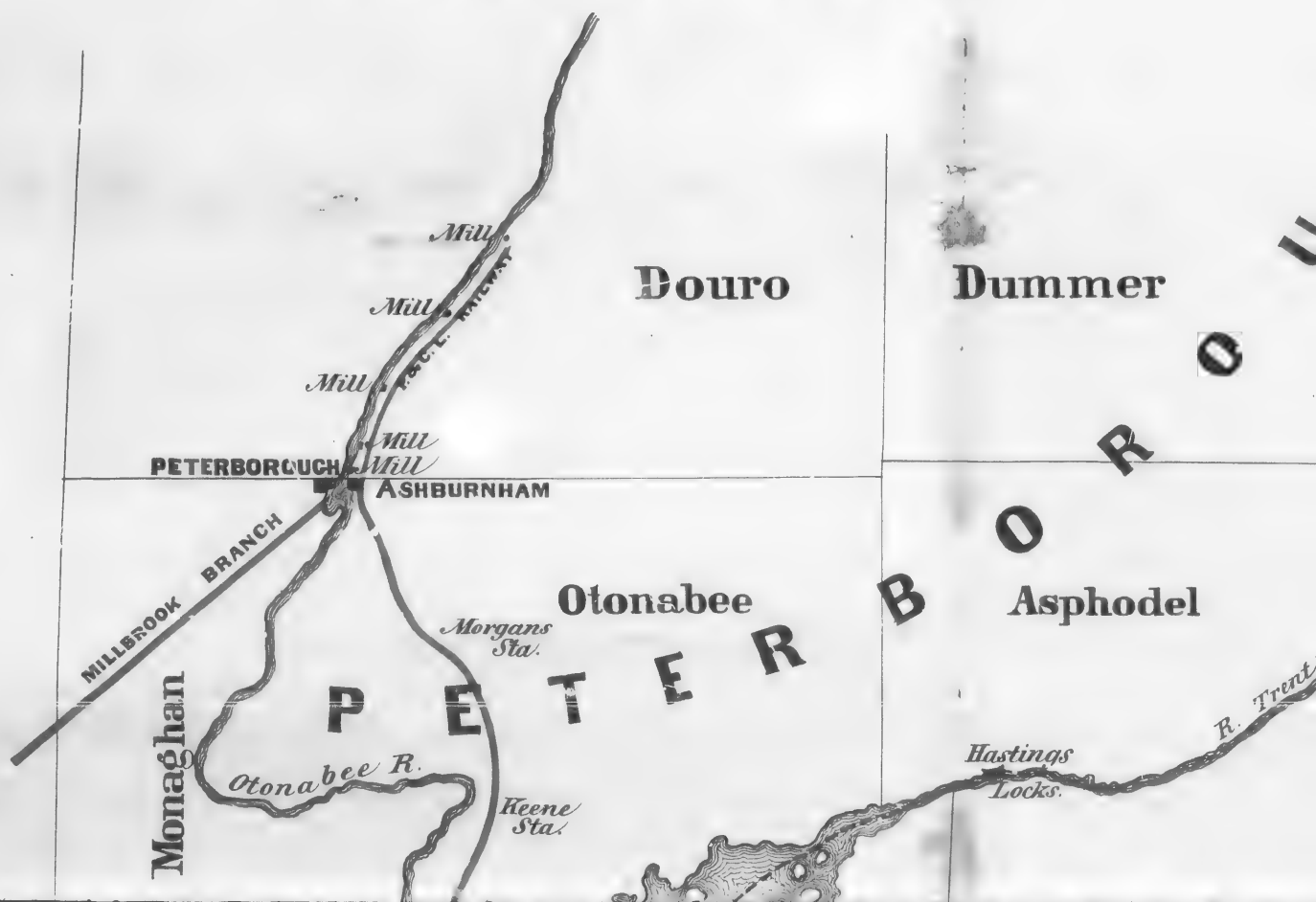
THE MARMORA COMPANY'S LANDS IN THE TOWNSHIPS OF LAKE, MARMORA, & BELMONT.

<i>Lots.</i>	<i>Con.</i>	<i>Township.</i>
E. $\frac{1}{2}$ Lots 1, 2, & 7; W. $\frac{1}{2}$ 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, and 30; Lots 2, 3, 4, 5, 6, 7, 11, 15, 16, 29 and 31.	1st	LAKE.
Lots 2, 3, 4, 5, 6, 8, 21, 22, 23, 24, 25, 30, 31 and 32; W. $\frac{1}{2}$ 7, 9, 15, 16, 17, 18, 26, 27, 28 and 29; E. $\frac{1}{2}$ 7.....	2nd	"
Lots 2, 3, 4, 5, 8, 12, 13, and 19; W. $\frac{1}{2}$ 6, 7, 9, and 10; E. $\frac{1}{2}$ 6, 7, 9, 10, 11, 26, 27, 28, 29, and 30.....	3rd	"
Lots 3, 4, 5; W. $\frac{1}{2}$ 2, 8, 9, 10, 11, 12, 14, 26, 28, 29, 30, 31, and 32; N. $\frac{1}{2}$ 7.....	4th	"
Lots 3 and 4; W. $\frac{1}{2}$ 10, 11, and 12.....	5th	"
Lots 1, 3, 7, 8, 15, 16, 17, 18, 19, 20, 21; S. $\frac{1}{2}$ 22.....	6th	"
Lots 18, 19, 20, 21, and 25.....	7th	"
Lots 3, 6, 15, 16, 30, 31, and 32.....	8th	"
Lots 5, 15, 16, 17, 26, 27, 28, 29, 30, and 31; W. $\frac{1}{2}$ 11.....	9th	"
Lots 7, 16, 17, 28, 29, 30, and 31.....	10th	"
Lots 6, 9, 10, 14, and 27; W. $\frac{1}{2}$ 13.....	1st	MARMORA.
Lot 5.....	2nd	"
W. $\frac{1}{2}$ and S. $\frac{1}{2}$ 4.....	3rd	"
Lots 4, 7, 8, 10, 11, and 14.....	4th	"
W. $\frac{3}{4}$ 3; E. $\frac{1}{4}$ 3; W. $\frac{1}{2}$ 4.....	5th	"
N. W. $\frac{1}{4}$ 8.....	6th	"
S. W. $\frac{1}{4}$ 7; N. E. $\frac{1}{4}$ 18; Lot 27.....	7th	"
E. $\frac{1}{2}$ 28.....	8th	"
Lots 7 and 27.....	9th	"
Lot 8; E. $\frac{1}{2}$ 22; E. $\frac{1}{2}$ 23.....	10th	"
Lot 22.....	11th	"
Part of Lots 7 and 8 (Big Ore Bed).....	1st	BELMONT.
Water Lot D and the S. $\frac{1}{2}$ of S. $\frac{1}{2}$ of Water Lot in front of Lot No. 5, in Town of Belleville, valuable Lots.		



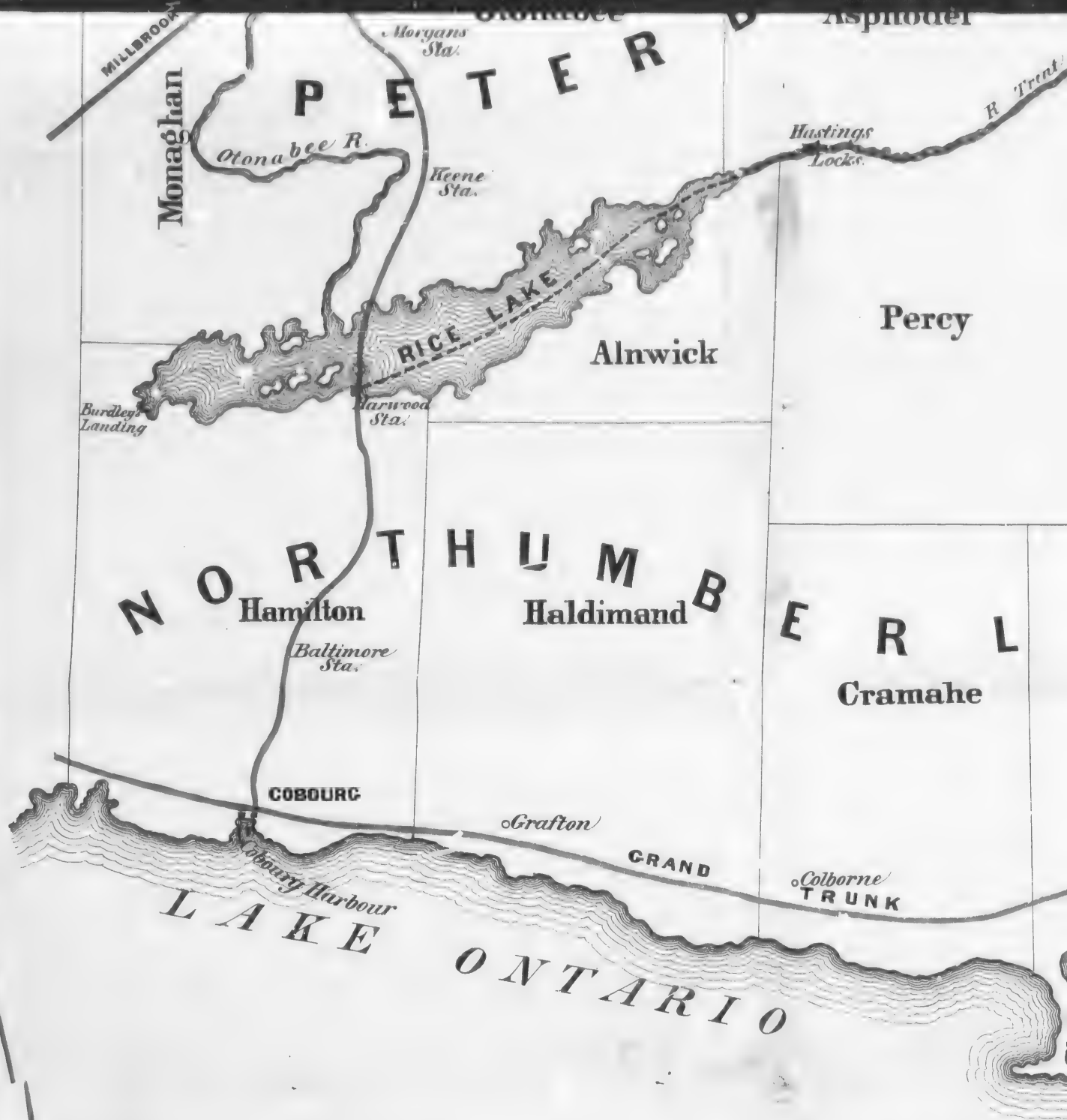


MAP
 OF THE
COBBOURG & PETERBOROUGH
 AND
Marmora Railways,
CANADA WEST.

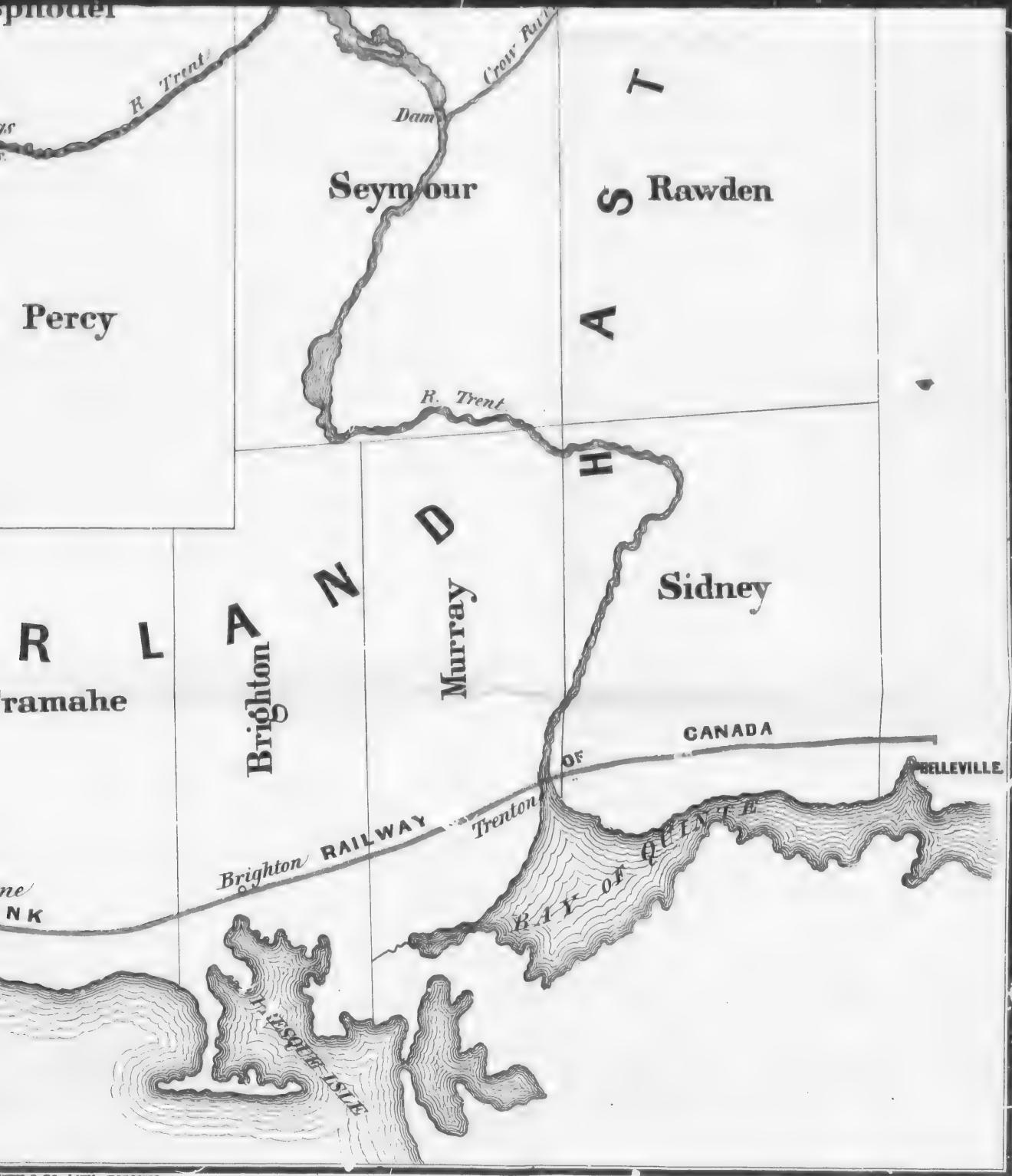


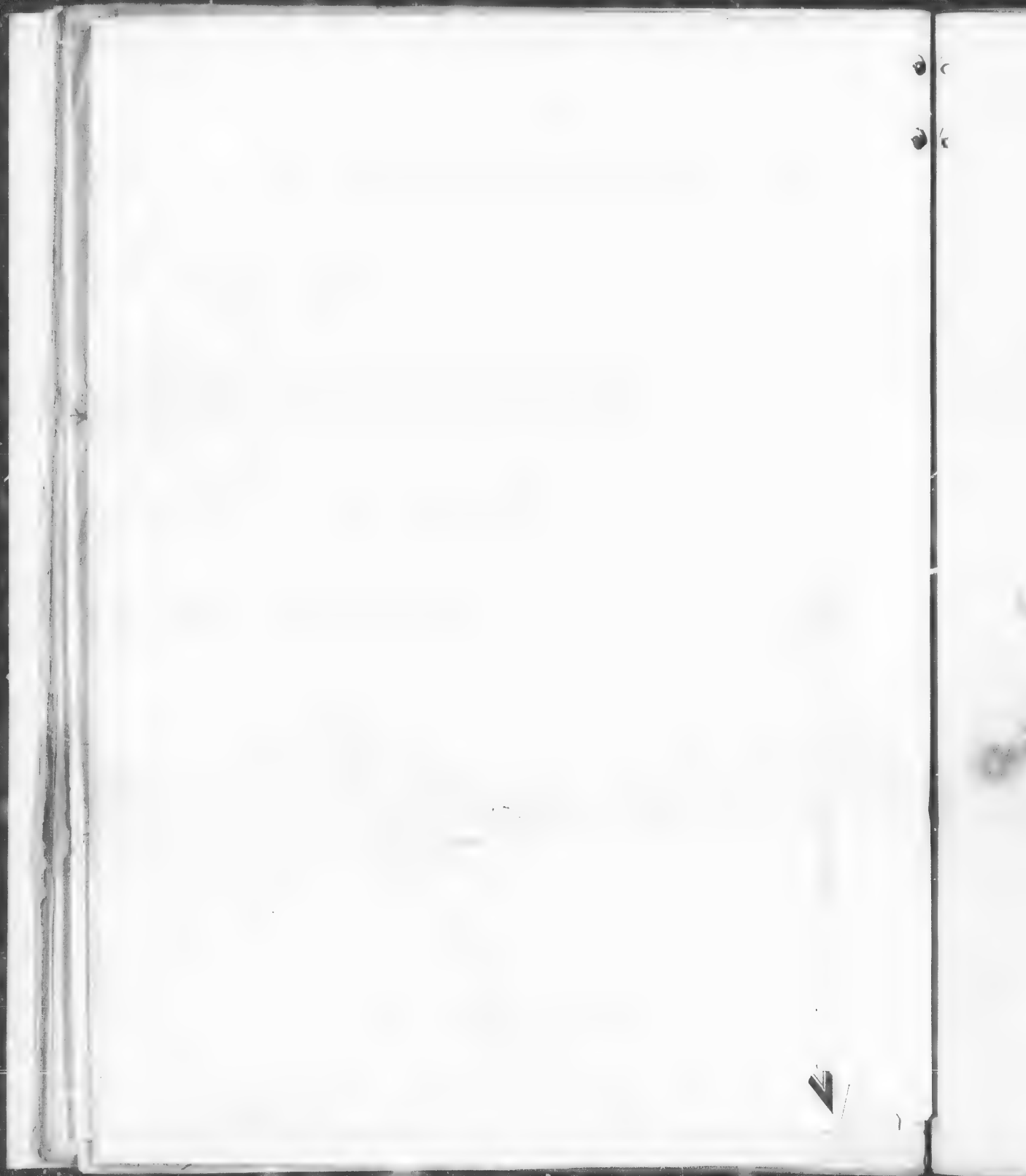
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AN ACT

To make Further Provisions Relating to the Cobourg and Peterborough Railway Company.

[Assented to 8th June, 1862.]

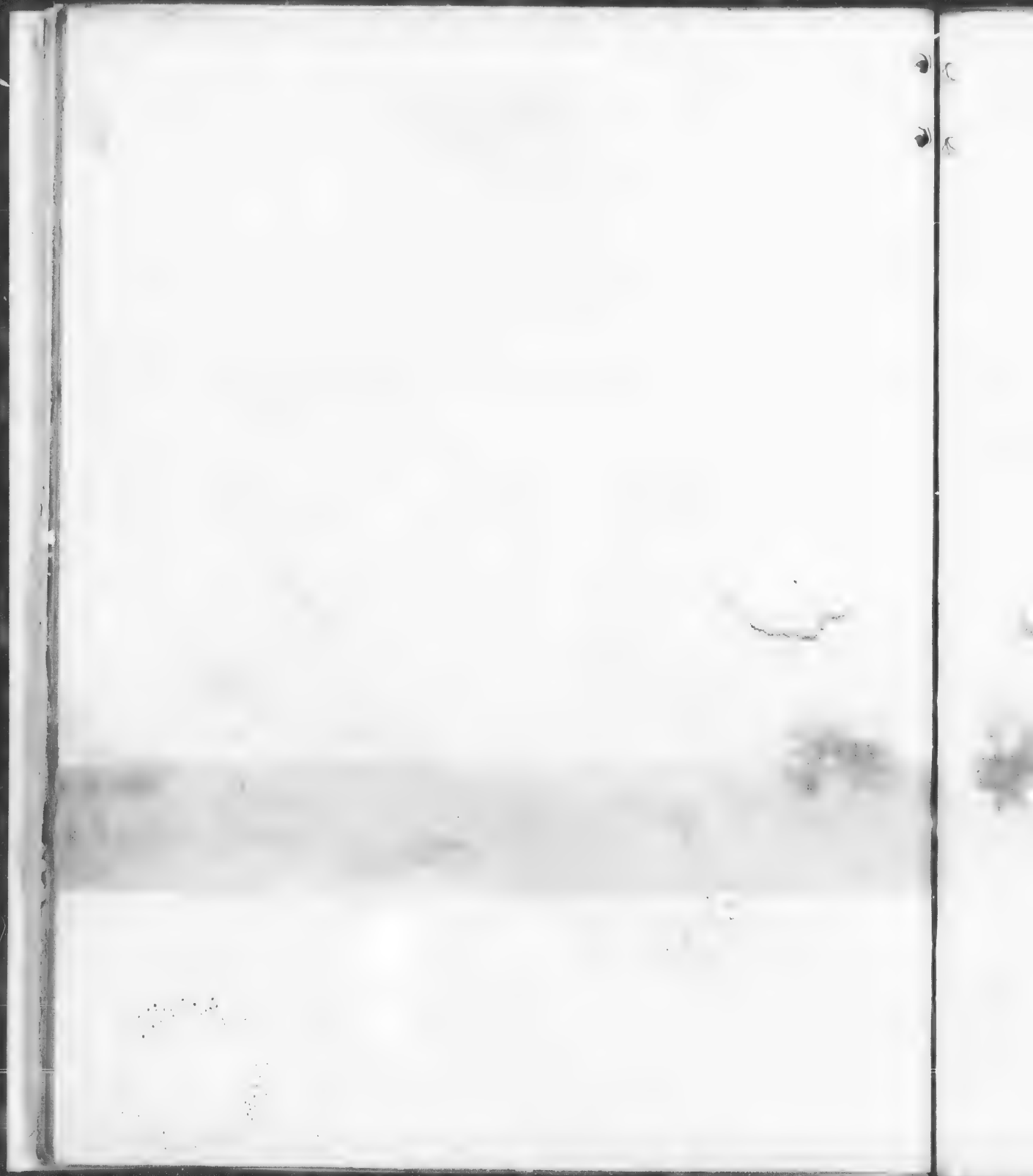
WHEREAS the Act intituled: *An Act to amend the Acts relating to the Cobourg and Peterborough Railway Company, and to grant further facilities to the said Company*, has failed in securing the objects intended, and it is advisable to grant more effectual means of accomplishing the desired objects: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. All the properties and franchises of the said Railway Company, comprising the real property, the corporate rights and the personal property (if any) shall be valued, and all claims of bondholders or creditors against the said Company, or against the property of the Company, shall be ascertained, and their priorities determined by three indifferent persons, one to be chosen by the directors of the said Company, one by the majority of the bondholders present in person or by proxy, at a meeting to be held for that purpose at the Company's office in Cobourg, of which two weeks' notice shall be published in the *Canada Gazette*, and the third by the Court of Chancery (which shall have jurisdiction herein); Provided, always, if any one or more of the arbitrators so chosen shall die, refuse, or become incapable of acting, the Court of Chancery shall appoint an arbitrator or arbitrators in his or their stead, who shall act in the matter of the said valuation and award as fully as if he or they had been originally chosen or appointed.

2. It shall be the duty of the said arbitrators, or any two of them, to ascertain the present value of the railway and property of the said Company, and the amounts and priorities of the claims against the same as aforesaid, and having taken evidence and made due inquiry, to make an award declaring the present value of the railway properties and franchises as aforesaid, and the amounts and priorities of such claims; and the award, when so made, shall be filed in the office of the Clerk of the Peace for the United Counties of Northumberland and Durham, and unless the said award be set aside by the Court of Chancery, the same shall be final and conclusive on all parties concerned.

3. Any party interested as a bondholder, creditor, or stockholder, may appear and give evidence before the arbitrators, and may apply to the Court to set aside such award, or to have the matter thereof remitted to the arbitrators for re-consideration; but such application shall be made within one month after the award shall have been filed, otherwise the same shall be final.

4. The arbitrators shall not be required to proceed with such enquiry until funds shall have been deposited with them by the company, or by any shareholders of the company, sufficient, in the estimation of the said arbitrators, to secure all the



expenses contingent upon such inquiry, and the arbitrators may disburse such funds for the purposes of such inquiry, and may retain therefrom their own fees and disbursements.

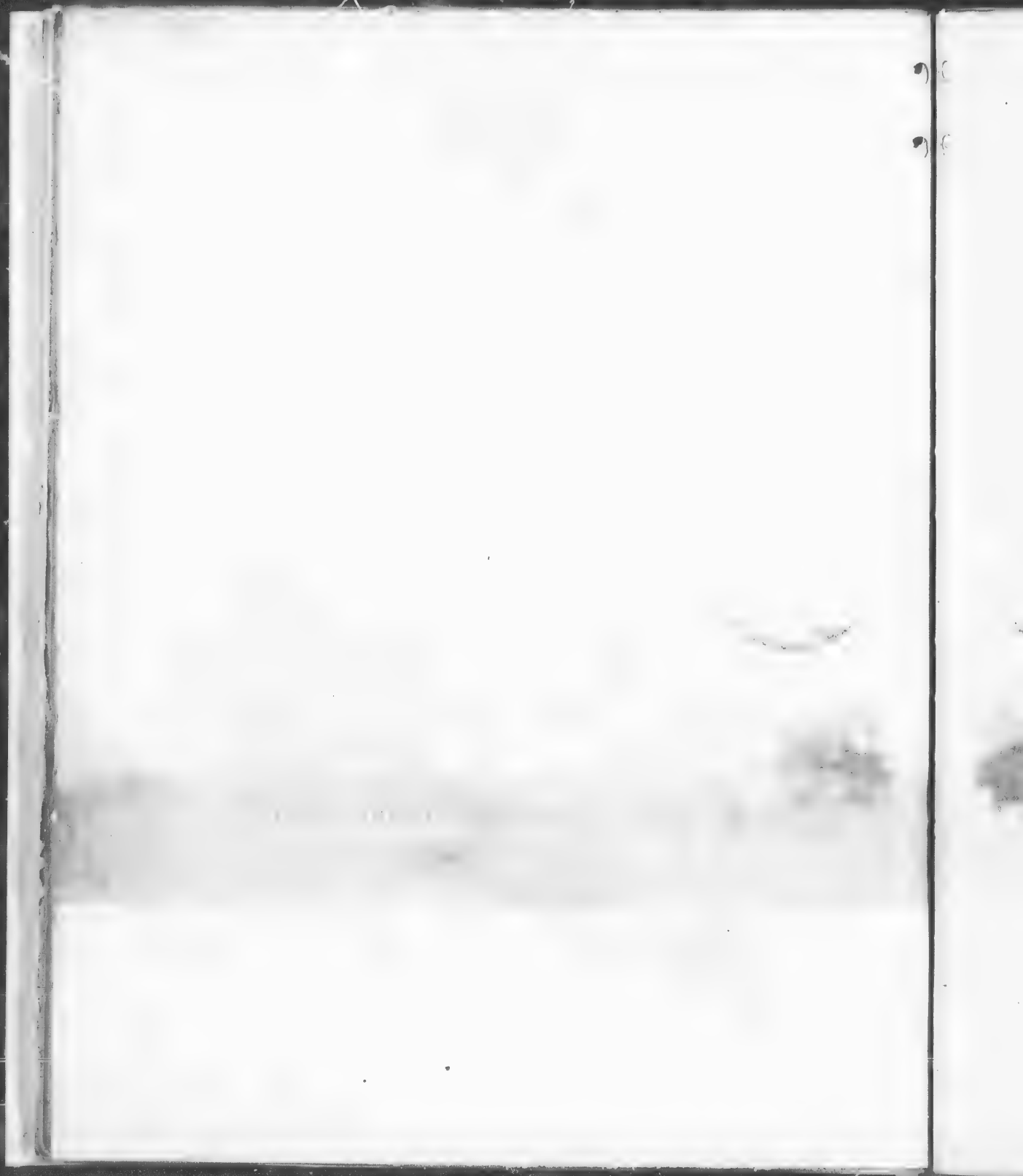
5. The arbitrators shall give notice in the *Canada Gazette*, in the *Cobourg Star*, and *Peterborough Review*, one month previous to holding the said inquiry.

6. The effect of the award, when so made, shall be to limit the amount of all the encumbrances or liens on the said railway, and against the said company, to the present value of the railway properties and franchises as declared in the award; and on payment of the said award, in the manner hereinafter provided, all encumbrances, liens, judgments and claims against the said company of what kind soever shall be wholly discharged and acquitted, and all parties interested either as bondholders or creditors of the said company shall, as such, thereafter be foreclosed and debarred from claiming any right or interest in or over the said railway; Provided, always, that the claims in full for unpaid rights of way or station and depot grounds as agreed on or arbitrated on with the company shall be a first charge upon the award.

7. The amount of the award so to be made shall, within eighteen months from the filing thereof in the office of the clerk of the peace for the united counties of Northumberland and Durham as herein provided, be paid by the said company into the Court of Chancery for Upper Canada, to be paid out or distributed by that court: In the first place, towards unpaid rights of way and depot and station grounds in full, and thereafter by *pro rata* distribution to the respective bondholders and creditors in accordance with the amounts and priorities established by the award, and upon petition by the claimants verified by affidavits; Provided always that any of the holders of the said bonds shall have the option of converting their bonds into paid up new capital stock, in the proportion of double the sum which he or they would be entitled to receive under the award.

8. So soon as the award shall have been paid into the court of chancery, and the encumbrances or liens on the said railway discharged or acquitted as herein provided, the railway, its properties and franchises, shall revert absolutely to the original shareholders, and the company shall thenceforth be governed by the original Act of incorporation, which shall then and thereafter be in full force and effect, excepting so far as the same shall be virtually altered or amended by this Act.

9. Upon the railway properties and franchises so reverting to the original shareholders, the original shares shall be reduced to twenty-five per cent, of the amount subscribed; and the capital shall consist of that proportion of the paid up stock, the amount, if any, of the converted bonded debt, and any further subscription of new stock by municipalities or other parties, to the full amount of their subscriptions, which shall be called in from time to time, as the Directors shall decide, which calls not to exceed ten per cent at one time, and to be payable after sixty days notice; and the said new subscribed stock, and the converted bonded stock shall be a preferential stock, and shall be first entitled to dividends at the rate of



eight per cent. per annum, before any profits are divided among the other shareholders.

10. Upon payment of the award in manner hereinbefore provided, a certain mortgage held over the railway by William Proudfoot, Esquire, as trustee for the bondholders, shall be assigned to such person or persons as the then directors of the company shall appoint, to be held as a security for moneys raised and advanced to pay off the said award, until the new company shall have been fully organised, and such moneys shall have been converted into preferential stock as aforesaid.

11. The company being so re-organised, the shareholders shall hold a meeting at the town of Cobourg, for the election of directors, on the first Monday in January or July, whichever shall first happen after the satisfaction and discharge of the award as hereinbefore provided; and after the election has taken place, the directors shall cause a new stock book to be opened, in which the new preferential shares shall be entered, together with the shares of the bondholders, if any, who shall elect to subscribe in the proportions aforesaid, and the reduced original stock.

12. The company, when so re-organised, may enter into contracts for filling in Rice Lake Bridge, for putting the railway and bridges into an efficient state of repair, and for the purchase of rolling stock, and they may issue debentures and negotiate the same or pay them to the contractors or others employed; such debentures shall not be for a less sum than two hundred dollars respectively, and shall be payable at such time or times, and on such terms as the directors shall see fit, the whole amount to be issued shall not exceed four hundred thousand dollars at any one time, and security may be given by mortgage or otherwise over the railway and rolling stock, to secure such debentures; and the company may, from time to time, make a lease or leases of the said railway and of the rolling stock.

13. At the first meeting for the election of directors under this Act, the original shareholders shall vote, and shall be eligible as directors for the succeeding year upon their original stock in the company; and on the same day in each year thereafter a new election of directors shall take place. At all elections subsequent to the first, the shareholders shall vote on the new stock list, and any person shall be qualified to sit and act as a director who shall hold stock to the amount of one hundred dollars.

14. In case of failure to elect directors on the day appointed, the directors shall retain office until a new board is chosen, which shall take place with as little delay as possible, one week's notice in a Cobourg newspaper being given before such election shall take place.

15. This Act shall be deemed a Public Act.

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AN ACT

To Amend and Extend the Acts Relating to the Cobourg and Peterboro' Railway Company

WHEREAS, in pursuance of the Act intituled, "An Act to make further provisions relating to the Cobourg and Peterborough Railway Company," passed in the twenty-fifth year of Her Majesty's Reign, certain arbitrators were appointed for the purposes therein named, who afterwards made their award declaring the value of the properties and franchises of the said Company, which said award was set aside by the Court of Chancery; And whereas it is desirable that litigation should cease, and that the value of the properties and franchises aforesaid should be ascertained and defined by this Act, and it is also desirable that the said Act of the twenty-fifth Victoria should be otherwise amended: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. The sum of one hundred thousand dollars shall be the true value of all the said franchises and properties of the Company, and shall be in lieu of the said award to all intents and purposes according to the requirements of the said Act.

2. The said sum shall be paid into the Court of Chancery, in manner following—fifty thousand dollars;—part thereof within two years from the passing of this Act, with interest, and the remainder within four years, with interest from the said date; and the said money shall be distributed by the said Court in the proportions and according to the priorities following, that is to say, towards payment of the bondholders rateably, the sum of twenty-five thousand dollars out of the first payment so to be made, and forty-five thousand dollars out of the second payment so to be made, and the residue of the moneys to be paid rateably to the parties claiming for unpaid right of way and depot grounds and other registered incumbrances prior to the mortgage mentioned in the tenth section of the said Act of twenty-fifth Victoria; Provided always, that if the amount due for unpaid right of way and other registered incumbrances prior to the said mortgage, shall exceed thirty thousand dollars, the excess shall be recoverable against the said Company, after the expiration of the said period of four years, but all other claims and demands whatever against the said Company, are declared to be finally extinguished.

3. Upon the deposit by the said Company, in the said Court, of ten thousand pounds sterling of Cobourg Town Trust Debentures, duly issued under the provisions of the Act twenty-sixth Victoria, chapter forty-eight, to be held as security for the due payment of the first instalment, and which are to be liable, in case of default, to forfeiture for the benefit of the bondholders and creditors, then and immediately thereafter, the railway, its properties and franchises, shall revert absolutely to, and become the property of the said Company, as organized by the original Act of incorporation, subject, nevertheless, to payment of the said sum of one hundred thousand dollars and interest thereon, which sum shall stand as a first charge on the said Railway, and the Company shall thenceforth be governed by



THE NEW YORK AND WESTERN RAILWAY COMPANY have announced

the original Act of Incorporation passed in the sixteenth year of the Reign of Queen Victoria, chapter forty, and by the said Act of twenty-fifth Victoria, as amended and extended by this Act, which shall then and thereafter be in full force and effect.

4. The tenth section is repealed, and the following substituted therefor:

"Upon deposit of the Debentures hereinbefore referred to, a certain mortgage held over the Railway by William Proudfoot, Esquire, as Trustee for the bondholders, shall be assigned to such person or persons as the Town Council of the Town of Cobourg shall appoint, to be held as security for the said Debentures; but such security to be a second charge on the Railway, its franchises and properties after the said one hundred thousand dollars; Provided always that the said assignment may be made by order of the Court of Chancery, by any officer of that Court in the event of the absence from the Province, illness, death or incapacity of the said William Proudfoot."

5. The eleventh section is amended by striking out the words "which ever shall first happen after the satisfaction and discharge of the award as hereinbefore provided," and substituting therefor the words "whichever shall first happen after the passing of this Act and the deposit of the said Debentures."

6. On failure of payment of the said moneys, or any part thereof, the parties interested may proceed in the Court of Chancery to sell the Railway, together with all its works, as fully and amply as if the same were charged by mortgage in the first instance.

7. This Act shall be deemed a Public Act.

AN ACT

To Authorize the Cobourg and Peterborough Railway Company to Construct a Tramway or Railway from the Marmora Iron Works to the River Trent, or to Rice Lake, and for other purposes.

WHEREAS the Cobourg and Peterborough Railway Company have petitioned for power to establish a line of water communication between Harwood on Rice Lake, and some point on the River Trent, and to construct a tramway or railway from the River Trent to Marmora, so as to connect with the Marmora Iron Works; and whereas, it is advisable to grant the said powers as well as other powers incidental thereto, or connected with the same subject: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. The said Cobourg and Peterborough Railway Company are authorized to build, purchase, possess and hold one or more vessels to be propelled by steam or other power, with all such necessary scows, boats and barges as may be required

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to be used and employed on the waters of Rice Lake and the River Trent, by the said company for the purposes, and in connection with the objects and undertakings referred to in this Act.

2. The said Company are authorized to construct a tramway or railway, to run from any point on the River Trent to any other point or points in the Township of Marmora, and to purchase acquire and hold all necessary locomotives, rolling stock, matters and things which may be required, and to use the same, in carrying iron and other ores, merchandize and materials to and from the said Township of Marmora.

3. The following clauses of "the Railway Act," are incorporated with this Act, that is to say, the first, second, third and fourth clauses thereof, and the clauses relating to "Powers, Plans and Surveys, Lands and their valuations," except in so far as they may be inconsistent with this Act.

4. The Cobourg and Peterborough Railway Company are authorized to unite with the Marmora Iron Company, with the consent of a two-third majority of the shareholders, and proprietors of each of the said Companies, for the purpose of mining for ores, minerals, marble and any other valuable substances, and of smelting any such ores and mineral substances, and of carrying and conveying the same to market by the said route, and generally for all the purposes of this Act, and any provisional or final agreement between the said companies with the consent of a majority of shareholders, shall be binding.

5. The said companies may for the more effectual carrying into effect of such union, consolidate their respective debts and unite their stocks, properties and effects, and on such terms, either of complete or partial union, and either of joint, or separate, or absolute, or limited liabilities to third parties, and either absolutely or for a time, and either for the whole or any one or more of the objects of the said Companies respectively, or of this Act, as such Companies shall deem meet, and any deed or agreement under the seals of the said Companies, ratified by the shareholders as aforesaid, shall be valid and binding to all intents and purposes in the same manner as if the same had been incorporated with this Act, from and after the same shall have been filed in the Registry Offices of the West Riding of Northumberland, and the North Riding of Hastings, and the publication of notice thereof for two weeks in the *Canadian*.

6. All the powers of the said Companies respectively shall continue to be held by them as fully and amply as if this Act had not been passed, and the said Companies are empowered to pledge their credit and properties for any such joint object as shall have been ratified by the shareholders, and may issue their joint or joint and several debentures, in accordance with any such agreement so filed as aforesaid, which shall be binding, and they may charge their respective properties therefor, subject to any existing liens or charges thereon, such debentures to be for sums not less than one hundred dollars respectively.

7. This Act shall be deemed a Public Act.